

1895-083 Chancery Causes: Harvey Young vs. Ollie M. Kendrick  
Lee Co.

Litton, Barker, Duff, Kendrick

CA Estate Disput:  
T. Property



To The Hon H. S. K. Morrison Judge  
of the Circuit Court of Lee County  
Virginia:

Your orator Harvey Young who  
humbly complaining would re-  
spectfully represent that your  
orator and one Ollie M. Kendrick an  
infant of about 12 years of age  
are the joint owners of three small  
tracts of land situated in this  
County on what is known as the  
Pearvine Knob, on the head water  
of Waller Creek in said County.  
One tract consists of 138 acres, and  
other two of 20 acres each. The said  
infant owns one fourth, and  $\frac{1}{4}$  of  
 $\frac{1}{4}$ , the residue belongs to your orator.  
The land is mostly in woods and  
is of a steep poor and unprofit-  
able quality. It is so situated that  
it cannot be conveniently  
partitioned without injury to the  
value thereof especially as respects  
to said infant who would be en-  
titled to only  $49\frac{1}{2}$  acres and the rent  
would hardly pay the taxes thereon.  
Your orator therefore asks that the  
whole subject be sold and the



proceeds of the sale divided, as being  
the only practicable mode of par-  
tition -

The object of this bill therefore  
is to obtain a decree directing a  
sale of the whole subject and a  
partition of the proceeds thereof.  
Your orator is informed and believes  
that this will be advantageous, to  
said infant and is desired upon  
the part of her guardian A. J.  
Littor and her other relations and  
friends. But of this more will  
be fully made.

Your orator therefore prays, that  
Ollie M. Kendrick be made a  
party defendant to this bill and  
answer its allegations but not  
upon oath; that a guardian ad  
litem be appointed to answer &  
defend for her her - and on a  
hearing a decree be rendered  
directing sale of the whole tract  
together and that after the expense  
of sales <sup>paid</sup> pro rata out of the same  
the residue be divided <sup>according to shares</sup> ~~equally~~  
between your orator & the said



infant- But if this should be  
deemed not best then for partition  
to be made of lands themselves  
now for all other further and general  
relief. May your wisdom  
A. L. P. Coleman.

P. 9.



C 9.46 ad.  
 Depo. 2.00 ad.  
 15.00 ad  
 Estimate 5.00 ad

\$31.46  
 Com. 26.50 ad  
 57.9

Harvey Young

Bill Chy

Ollie M. Kendrick

1892 1st March Rules

Spa, but did not  
 leave the office, being an Infant

" 2nd March Rules  
 G. A. L. filed & D. Rule

" 1st Apr. Rules  
 Krisi caught & D. Rule

" 2nd Apr. Rules come

" 1 May "

" 2 " " cause at  
 for hearing by D. Rule

Ollie M. Kendrick &  
 Young

3 months 135  
 2 2 1/2 years  
 7 2 years

875

1870

130  
 20  
 20

145

775

75

11  
 26.50

1.04

1.04

3 11.4

0 2



The separate answer of Ollie M. Kendrick, an infant under the age of twenty-one years, by A. M. Goins, her guardian ad litem, assigned to defend her in this suit, to a bill of complaint exhibited against her, in the circuit court for the county of Lee, by Harvey Young.

The respondent, reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as she is advised that it is material she should answer, by her said guardian ad litem, answers and says:—

That she is an infant of tender years, and by reason of her infancy is incapable of understanding, or of taking care of her rights and interests. She therefore, by her said guardian, commends herself and her rights and interests to the protection of the court, and prays that no decree may be pronounced which will tend to her prejudice.

And having fully answered, the said respondent prays to be hence dismissed with her reasonable costs in this behalf expended, and she will ever pray, &c.

A. M. Goins, Guardian  
ad litem for Ollie M. Kendrick

Virginia:

Lee County, to-wit:

This day A. M. Goins, whose name is signed to the answer above written, <sup>personally appeared before me,</sup> and made oath that the statements contained in the said answer, so far as made



of his own knowledge, are true; and so far as made from knowledge or information derived from others, he believes to be true.

Given under my hand this 17<sup>th</sup> day of Feb., 1892.

J. A. Hyatt C.

Harvey Young

23. } Ans. of Guardian  
ad litem.

Ollie M. Kendrick.

Filed at 2 March  
Rules 1892.  
J. A. Hyatt C.



Harvey Young Plff }  
 against }  
 Ollie M. Kendrick Defd } In chy.

This cause came on to  
 be again heard upon the papers  
 formerly read & the <sup>& deed made by</sup> report of Special  
 Commissioner D. P. Sewell to which  
 there are no exceptions, and was  
 argued counsel. On consideration  
 of which, said report having been  
 filed more than 10 days before the  
 first day of this <sup>term of the</sup> court, ~~it~~ is  
 adjudged, ordered & decreed that said  
 report be & the same is hereby confirmed,  
 & the deed reported therein is also  
 approved & confirmed And the clerk  
 of this court will deliver the same  
 to said Harvey Young for recordation  
 And it is further decreed that said  
 Harvey Young pay unto said  
 Sewell comm. for making & executing  
 said deed the sum of \$5<sup>00</sup> for  
 which execution may issue.

And it further appearing that  
 A. J. Litton guardian for said  
 Ollie M. Kendrick has executed  
 the additional bond <sup>in the penalty of \$500<sup>00</sup> with</sup> as such  
 guardian as was required by

Harvey Young as surety



Harvey Young

23 Decer

Allie M. Kendrick

March 2, 1895

O.B.

Page 137

Enter this

M. J. W.

March 27th 1895

& that it is good & sufficient  
a former decree herein entered, it is  
further ordered that said Commissioner  
Swell turn over to the said  
A. J. Litton the fund in his  
hands as co-trustee, arising from  
the sale of the interest of Allie  
M. Kendrick in the land in the  
proceedings mentioned & that  
said A. J. Litton become  
chargeable therefor as such  
guardian & co-trustee Swell  
will report his action to  
this Court at ~~the~~ next  
term & this cause is continued.



Harvey young  
or { Deuel

Ollie M. Kendrick

Nov 1. 1894-  
Entered in  
Arden Lehman  
Book Buz 96

Enter this  
M J M  
Nov 15 1894-



Harvey Young  
against } Duchy -  
Ollie W. Kendrick }

This cause came on this day to be again heard upon the papers formerly read & the report of D.P. Sewell, special commissioner, filed Oct 22<sup>nd</sup> 1894 to which there are no exceptions & was argued by counsel. On consideration of which & for reasons appearing to the court it is adjudged, ordered & decreed that said report be & the same is hereby confirmed & it appearing ~~that~~ from said report that the purchaser, Harvey Young has fully paid the purchase money notes executed by him for the land sold herein & is therefore entitled to a deed for the same it is ordered that D.P.

Sewell be appointed a commissioner for the purpose of conveying by deed with covenants of special Warranty to the said land to said Harvey Young the purchaser thereof; & also it further appearing from said report that the bond



x and said court will report the same  
and ~~the action~~

executed by A. J. Litton as guardian  
for Ollie M. Kurdiak, <sup>is not sufficient</sup> it is further  
adjudged, ordered & decreed that said  
Litton be required to execute  
before the clerk of this court  
an additional bond in the  
penalty of \$500<sup>00</sup> before he  
is entitled to receive the  
funds as guardian for the said  
Ollie M. Kurdiak. ~~For where the~~  
~~said A. J. Litton shall have exe-~~  
~~cuted the said bond then D. P.~~  
~~Swett, special Commissioner, will pay~~  
~~over to him the funds arising~~  
~~from the sale of the said~~  
~~land & said Court will~~  
~~report his action to this~~  
~~Court at a future term &~~  
~~the cause is continued.~~



Harvey Young  
Against

Plff

In Chy

Ollie M. Kendrick Dft

This cause came on this day again to be heard upon the papers formerly read & the report of sale of the land in the Bill & proceedings mentioned made by W.C. Swell special Commissioner & filed October 25<sup>th</sup> 1892 to which there are no exceptions & was argued by counsel. On consideration whereof & for reasons appearing to the Court said report <sup>& sale are</sup> each confirmed and the said Commissioner will collect the notes for the purchase price of the said land from the purchaser as it falls due & he will report his action to a future term of this Court & the cause is continued.



Harvey Young

vs. Deere  
conf. sale

Allie M. Kendrick  
Mar 7. 1894

E. C. O. R. Page 567.

Mar 10 1894

Enter this  
H. S. K. M.

March 10 1894



Harvey Young  
against  
Ollie M. Kendrick

This cause  
came on this day to be  
heard upon the bill of its plaintiff  
and answer of A. M. Goris  
guardian ad litem for the  
infant defendants and rep-  
lication thereto, depositions of  
witnesses and arguments of  
Counsel. On consideration of  
which and for reasons appear-  
ing to the Court it being satis-  
factorially <sup>proven that the</sup> ~~proven~~ <sup>interest of the infant would be</sup>  
best served, as well all parties  
concerned, to make sale of its  
whole trust together - D. C. Sewell  
who is hereby appointed a special  
Commissioner for the purpose will  
proceed and see the tract of land  
in the bill mentioned. He will  
make sale on some Court day  
at the front door of the Court  
House of said County by pub-  
lic cut Cry to the highest bidder  
on a credit of one or two years  
except the cost of suit & sale  
he will require paid in hand  
and for the residue take bonds  
payable to himself as Comr, bearing  
interest from day of sale  
But before proceeding to execute



Harvey Green

Decree

for sale

Oliver W. Kinderick

June 7<sup>th</sup> 1892

Entered Chy O.B.

page 401-2

June 9<sup>th</sup> 1892

Drigatt

Entered this

June 9<sup>th</sup> 1892

H. J. K. M.

This decree said Court will ex-  
ecute bond before the Clerk of this  
Court in a penalty of \$2000.00 with  
approval security conditioned to duly  
perform his duties hereunder -

He will advertise the time terms  
and place of sale for 30 days  
in the great chamber of the Court  
House of this County and at two  
or more public places in said  
County one of which shall be  
in the neighborhood where the land  
lies. He will report his action  
to this Court at its next term -  
the cause is continued.



Int 9. State any fact, known to you that would, tend to show, whether or not a sale or partition would be best for both parties.

Ans. I think the location of said land is such that it would cost a good deal to divide it and the purchasers of timbered and mineral lands generally desire them in large boundaries. And further this deponent saith not,  
A. J. Litton

The depositions of A. J. Litton, Samuel Barker and G. C. Duff.

taken at, A. J. Litton's Store in Lee County Virginia on the 31<sup>st</sup> day of May 1892, pursuant to agreement and interrogatories agreed upon by the plff and A. M. Gorins - ~~defendant~~ guardian ad litem for infant defendant Ollie M. Kendrick and which are intended to be read as evidence in the Chancery Cause of Harvey Young against said Ollie M. Kendrick defendant, now pending in the Circuit Court of Lee County Virginia:

A. J. Litton a witness of lawful age being first duly sworn deposes & says.

Interrogatory 1.

What is your age occupation and residence

Ans I am sixty five years old, A merchant and ~~formerly~~ My residence is Stickleyville Va.

Int 2. Do you know the land, owned by the plff and defendant?

Ans. I do.

We agree upon the following  
interrogatories in the case named  
as shown by them. from 1 to 10 both  
in Chancery.  
A. M. Gorins. Guard. ad litem.  
May 29 - 1892.  
A. J. Litton merely for plff.



Int 3 Please describe it, its quantity, value, location, and state of cultivation Number of acres &c?

Ans: It contains about two hundred acres and is worth about four dollars per acre. It is on the south side of Wallens Bridge and known as the Pea Vine Mob farm. It is in a low state of cultivation scarcely any fence and nearly all waste land. I am guardian for the infant heir and I advertised her interest for rent for one year and it only rented for one dollar and fifty cents for her entire interest.

Int 4 What is a fair cash value for them, sold on a credit of say one or two years?

Ans. About five dollars per acre.

Int 5 Can these lands be so partitioned as to give the infant its share in a form and location to be valuable and profitable to it? or would its best interest be promoted by a sale



of the whole tract and a division  
of the proceeds?

Ans. I think not, and believe it  
would be best to sell the whole  
tract as the location of said <sup>land</sup> is such  
that it would hardly be possible to  
partition it so as to be of much value  
as a separate share.

Int 6 Would the land taken as a whole bring  
a better price sold together or would it  
bring more, to partition it, and sell in  
separate parcels?

Ans. I think it would bring more  
sold as a whole.



Int 7 What is a fair cash value of the annual rents & profits of the infant's share, when partitioned?

Ans. About five dollars per year for the whole share.

Int 8 Would or not the infant be benefited in your opinion by a sale of the whole tract together, or would its best interest be served by a partition?

Ans. I think the infant would be benefited by a sale of the whole tract.



Samuel Barker a witness of lawful age being first duly sworn deposes and says

Interrogatory 1.

What is your age occupation and residence

Aus. I am twenty nine years old and a farmer and my residence is near Pea Vine Knob.

Int. 2 Do you know the land owned by the plff. and defendant?

Aus I do.

Int. 3 Please describe it, its quantity, value, location and state of cultivation, numbers of acres &c.

Aus It contains about two hundred acres and is worth about four dollars per acre and near Pea Vine Knob and in a bad state of cultivation and there is no fence worth anything much.

Int. 4 What is a fair cash value for them sold on a credit of say one and two years,   
 Ans. About four dollars and fifty cents per acre.

Int 5- Can these lands be so partitioned as to give the infant its share in a form and location to be valuable and profitable



to it or would its best interest be promoted by a sale of the whole tract and a division of the proceeds?

Ans.

I think it best to sell the whole tract together.

Int. 6

Would the land taken as a whole bring a better price sold together or would it bring more to partition it and sell in separate parcels?

Ans.

I think it would bring a better price sold altogether.

Int. 7

What is a fair cash value of the annual rents and profits of the infants share when partitioned?

Ans.

Not more than four dollars per year.

Int. 8

Would or not the infant be benefited in your opinion by a sale of the whole tract together or would its best interest be served by a partition?

Ans.

I think it would be best for the infant to sell the whole tract together.

Int. 9

State any fact known to you that would tend to show whether or not a sale or partition would be best for both parties?



Ans.

Persons desiring to purchase such lands generally want large boundaries and the location of the land is such that it could hardly be partitioned so as to be of much value as a separate share And further this deponent says that

Daniel Barker



G. C. Duff a witness of lawful age  
being first duly sworn deposes and says

Interrogatory 1

What is your age, occupation and residence

Ans. Sixty two years. a farmer and my residence is Stickleyville Va.

Int 2

Do you know the land owned by the plff and defendant?

Ans.

I do.

Int. 3

Please describe it, its quantity, value, location and state of cultivation number of acres &c.

Ans.

I know nothing about the number of acres only from hearsay. I consider it of little value. It is on a spur of Wallins Ridge known as Pea Vine Knob on the south side of said ridge. I have not been on the land for several years but from information it is in a very poor state of cultivation.

Int 4

What is a fair cash value for them sold on a credit of pay one and two years?

Ans.

About four or five dollars at most.



Q. 5- Can these lands be so partitioned as to give the infant its share in a form and location to be valuable and profitable to it, or would its best interest be promoted by a sale of the whole tract and a division of the proceeds?

A. 5.

I do not think it can, I think a sale of the whole would be best.

Q. 6

Would the land taken as a whole bring a better price sold together or would it bring more to partition it and sell in separate parcels?

A. 6

I think it would bring more sold altogether.

Harvey Young

23 Dec 1892.

Allie M. Kendrick

Received from  
Notary before  
wherein taken  
through the mail  
and filed May  
30<sup>th</sup> 1892.  
J. S. Dwyer



Int 7 What is a fair cash value of the annual rents and profits of the infants share when partitioned?

Ans.

It is worth very little say four or five dollars for the whole share.

Int 8

Would or not the infant be benefited in your opinion by a sale of the whole tract together or would its best interest be served by a partition?

Ans.

I would say sell it altogether

Int 9

State any fact known to you that would tend to show whether or not a sale or partition would be best for both parties?

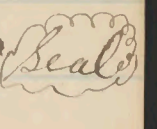
Ans.

In the first place the quantity and quality of the land is such that it could not be partitioned to advantage to either party. Parties who desire to purchase such lands generally want it in large quantities. And further this deponent says that not,

G. C. Duff



J. C. D. Bailey a Notary Public for  
Lee County do certify that the foregoing  
depositions of A. J. Lott, Samuel Barker  
and G. C. Duff were taken sworn to  
and subscribed before me at the time  
and place mentioned in the caption  
Given under my hand and seal  
this 31<sup>st</sup> of May 1892

C. D. Bailey N. P. 

Cost

C. D. Bailey Notary Public \$1.50

Samuel Barker Witness .50 cents



Harvey Young - - - - - Pltff.

vs; In chancery

Ollie M. Hendrick - - - - - Deft.

To the Hon. H. S. K. Morrison, Judge  
of the circuit court of Lee County, T<sup>ns</sup>.

Your undersigned commissioner  
begs leave to report, that, after  
duly advertising the time, terms &  
place of sale, as was required by  
the terms of the decree entered  
in this cause at the June term  
1892 of your honor's court, he offered  
for sale the lands in the bill  
of proceedings mentioned, at public  
 outcry, at the front door of the  
court house on Monday August  
15<sup>th</sup> 1892 that being a court day,  
to the highest bidder, on a credit  
of 1 & 2 years, except a sum suf-  
ficient to pay the commissions of  
sale & costs of this suit, which  
sum was required to be paid  
in hand. After prolonged crying  
said lands was knocked off  
to Harvey Young for the sum  
of \$875<sup>00</sup> this being the highest  
bid offered. As required by  
the terms of said decree



Said purchaser paid your Court  
in Land \$ 57.96 the amount necessary  
to cover commissions of sale and the  
costs of this suit.

Your Court would further re-  
port that of the lands thus  
sold the infant Ollie M. Kend-  
rick owned  $\frac{1}{4}$  and  $\frac{1}{2}$  of  $\frac{1}{4}$  as  
shown by the bill & proceedings  
& that said purchaser, Harvey  
Young, owned the remainder  
Therefore, <sup>for the deferred payments</sup> your Court did not  
deem it necessary for said  
Young, the purchaser, to execute  
notes for his own interest  
in said lands. But for the  
deferred payments for the said  
Ollie M. Kendrick's interest in  
said land to wit  $\frac{1}{4}$  and  $\frac{1}{2}$  of  $\frac{1}{4}$   
or \$ 233.44, the said purchaser  
executed to your Court 2 note  
notes for \$ 116.72 each bearing  
interest from & due in 1 & 2 years  
after the date thereof with  
A. R. Hyatt as his security.

Your Court will again report  
the commissions arising from the  
sale & the costs of this suit.



have been paid, for which  
receipt have been taken by your  
court & are now in his possession.

This sale, in the opinion of  
your court, is a good one  
& he would recommend its  
confirmation

Respectfully submitted

D. C. Sewell

Spec. Commr.



Harvey Young  
vs } coun report of  
sale -

Ollie M Kendrick

Filed Octo 25/89

J. A. Hyatt



Harvey Young  
vs

Ollie M. Kendrick

To the Hon. W. T. Miller, Judge  
of the Circuit Court for Lee  
County, Virginia:

Your Em. Designated spe. Comm.  
would respectfully report, that  
he has made & executed a  
deed conveying the land in  
the Bill mentioned to Harvey  
Young, the purchaser thereof  
with covenants of special  
warranted as was directed  
by decree entered herein on  
15<sup>th</sup> day of November 1894;  
that ~~the~~ charges for same  
the fee of 5<sup>00</sup>. x

He would further report  
that J. J. Litton guardian for  
Ollie M. Kendrick has exe-  
cuted additional bond before  
the Clerk of your court in the  
penalty of \$500<sup>00</sup> as said guardian  
with Harvey Young as surety. Said  
Bond your court thinks un-  
questionably good

Respt. Sub. D. L. Sewell.  
spe comm

The files said deed herewith  
as a part hereof.



Harvey Young

by 3 reports sent

Ollie M. Kendrick

Filed July 21<sup>st</sup> 1894

A. B. Munsey  
Clerk

Filed



Harvey Young  
                    <sup>against</sup>  
Ollie M. Kendrick } In chiz-

To the Hon. W. J. Miller, Judge  
of the Circuit Court of Lee  
County, Virginia:

Your undersigned special  
Commissioner, who, was by a  
decree entered in this cause  
on 10<sup>th</sup> day of March 1894,  
directed, among other things,  
to collect from Harvey Young  
the purchase price of the land  
sold in this cause & to leave  
to report: That on Oct 18  
1894 said Young paid your  
comm. the sum of \$239<sup>00</sup>  
which is aggregate amount of  
the notes held by him with  
interest added except \$25<sup>00</sup>  
which was paid to A. J.  
Littor May 15<sup>th</sup> 1894, and as  
I have been informed both  
by <sup>said</sup> Littor & Young. The above  
amount is by your comm.  
held subject to Court's order.  
He would further report  
that said A. J. Littor



has been appointed by the County Court as guardian for the infant Ellie M. Kendrick & has executed bond with Harvey Young as security in the sum of \$200<sup>00</sup> as such guardian. They said ~~Young~~ makes said bond good, but the ~~amount~~ <sup>bond</sup> should be for a larger sum, to wit, \$500<sup>00</sup> for the \$239<sup>00</sup> I hold & \$25<sup>00</sup> <sup>paid by Young</sup> ~~and by Young~~ making \$264<sup>00</sup> will be due said infant.

Respectfully

D. F. Sewell

Spc Comm

The said Harvey Young is entitled to a deed for the land purchased by him he having fully paid the purchase price, if the \$25<sup>00</sup> paid to Sutton be considered a payment.

Respt, D. F. Sewell.

Spc Comm



Harvey Young

vs. Report -

Ellie M. Kendrick

Filed Oct 22

1894-

Ar3 Munsiey Clerk

155

5

775



KNOW ALL MEN BY THESE PRESENTS, That we

*D. C. Sewell*  
*and J. A. Hyatt*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Two Thousand* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *14* day of *July*, one thousand eight hundred and *ninety two*

The Condition of The Above Obligation is Such, That if the above bound *D. C. Sewell* shall faithfully perform the duties of *his* office or trust, as *Clerk*

under a decree of the Circuit Court of the County of Lee, pronounced on the *9<sup>th</sup>* day of *June*, 18*92*, in the suit therein depending under the name and style of *Harvey Young* Plaintiff vs. *Ollie M. Smidick* Defendant and properly account for all sums of money *he* may receive as such *Clerk*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

*D. C. Sewell* (SEAL.)

*J. A. Hyatt* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18

Teste: Clerk.



Harvey Young  
no 3 Bond

Olie Knudsen

Filed July 14/1892

J. A. Hyatt



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Ollie M. Kendrick*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court against *her* by *Harvey Young*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *17<sup>th</sup>* day of *Febry* 18*92*, in the 11<sup>6</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



(P)

Harvey Young

vs 3 Spain Chen

Ollie M. Kindrick

To 1st March Rules 1892.

and leave the  
office by order of  
Clls counsel.

J. A. Hyatt etc